

JWC Environmental
 2850 S. Red Hill Ave Suite 125
 Santa Ana, CA 92705 USA
 Fax: 714.242.0240

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Please address Purchase Orders to:
JWC Environmental
2850 S. Red Hill Ave Suite 125
Santa Ana, CA 92705 USA
Fax: 714.242.0240

To The Bidding Contractor

Rep
Phone

Misco - Pacific
925-225-1900

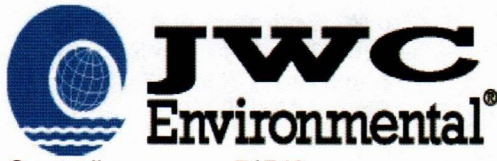
We thank you for your inquiry and are pleased to quote pricing and delivery on the equipment listed below. This quotation is subject to terms and conditions listed on the JWC Environmental "Terms and Conditions" page, and in Clarifications and Exclusions listed below.

All orders will be billed the applicable sales tax, based on the "ship to address", unless a valid tax exemption certificate is provided prior to shipment.

Project	Lake County, CA	Bid Date	
Quote Date	12/18/2024	FOB	Origin
Submittals	8 weeks after receipt of order	Expire Date	03/18/2025
Ship Equipment	14 weeks after approval/release	Terms	Net 30 Days
Consulting Engineer			
Spec. Section			

LINE ITEMS

Line No	Qty	Part/Description
1	1	Septage Receiving System XE SRS3235-XE Honey Monster Septage Receiving System with pivoting auger suitable for 600 gpm of septage material at approx. 10% d.s. (1000 gpm of clean water), as received from septage hauling trucks through 6" dia. transfer lines. Scope of supply to include: * 6" diameter cast aluminum 'cam and groove' inlet connector and 6" Schedule 10 304 SST inlet piping * "Heavy Object Trap fabricated in 304 stainless steel with 6" Class 150 inlet & outlet flanges, lid, bar screen elements, removable debris basket with 1.5 ft³ solids capacity, 2" drain with manual ball valve, 3/4" hot water inlet with manual ball valve. * 30004T-1206 Muffin Monster grinder with 12" cutter stack using 7-tooth cam cutters in hardened alloy steel, cartridge-style tungsten carbide mechanical seals with BUNA-N elastomers rated for 90 psi, ductile iron castings, 29:1 speed reducer and 5 hp TEFC 230-460v/3ph/60Hz electric motor * 4" Milliken plug valve and Rotork actuator with analog inputs for proportional control * 4" Endress+Hauser magnetic flow meter * pH and conductivity sensors * 304 stainless steel tank with 4" dia. Class 150 inlet flange, 12" dia. straight-pipe liquid discharge, removable tank lid with inspection hatch, downstream inspection port, pivoting auger stand, ultrasonic level transducer with analog outputs, upper and lower stainless steel spray wash assemblies with manual ball & bronze explosion-proof solenoid valves * ASA3235-480-XE auger, 35 deg. inclination, 304 stainless steel trough & casings, 1/4" perforated screen, nom. 20" dia. alloy steel spiral with nylon brush, 12" dia. alloy steel transport spiral with tapered element, 1250 mm transport segment length with tapered casing, dewatering bottom discharge segment with dual-compartment compaction zone, 160:1 speed reducer, 2 hp TEFC 230-460v/3ph/60Hz electric motor.
2	1	CONTROLLER ASSY PC2450 motor controller in a NEMA 4X 304 SST enclosure accepting 460v/3ph/60Hz input power, includes IEC starters with over-current protection, jam-sensing current transformers, micro-PLC with operator interface, start & stop pushbuttons, closed-loop control system to maintain tank material level for optimum throughput/solids washing, MonsterTrack volume tracking system with magnetic swipe-card reader (with 50 swipe cards), transaction printer and RS-232 data port (for connection to remote PLC or computer).



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Quote #		71743
3	1	Lot - Operation & Maintenance Manuals
4	1	Start-up Assistance & Training By factory trained personnel, not to exceed 1 day.
5	1	Warranty Manufacturer's standard 1 year warranty.
6	1	SHIPPING & HANDLING

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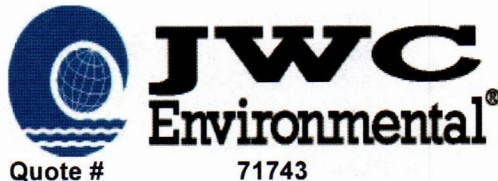
Price Please Contact Rep

Comments

1. See attached standard JWC Terms and Conditions of Purchase.

Clarifications and Exceptions

1. Unless specifically stated above, this quotation does not include installation, bonds, sales taxes, use taxes, disconnect switches, anchor bolts, hydraulic fluid, mounting frames, guide rails, field wiring, spare parts, or special tools.
2. Subject to attached JWC Environmental Standard Terms and Conditions of Sale.
3. All quotes on orders over \$250,000 include milestone payments of 30% on Approved Submittals; 70% on Shipment.



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**JWC ENVIRONMENTAL
TERMS AND CONDITIONS OF SALE**

Unless otherwise specifically agreed to in writing by the buyer ("Buyer") of the products and or related services purchased hereunder (the "Products") and JWC Environmental (the "Seller"), the sale of the Products is made only upon the following terms and conditions. Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional, conditional and different terms in Buyer's form or documents.

PAYMENT TERMS

Subject to any contrary terms set forth in our price quotation, order acceptance or invoice the full net amount of each invoice is due and payable in cash within 30 days from the date of the invoice. If any payment is not received within such 30-day period, Buyer shall pay Seller the lesser of 1 1/2% per month or the maximum legal rate on all amounts not received by the due date of the invoice, from the 31st day after the date of invoice until said invoice and charges are paid in full. Unless Sellers documents provide otherwise, freight, storage, insurance and all taxes, duties or other governmental charges related to the Products shall be paid by the Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller for said charges. In all cases, regardless of partial payment, title to the Products shall remain the Sellers until payment for the Products has been made in full. All orders are subject to credit approval by Seller. All offers by Seller and/or acceptance of Buyer's order shall be nullified by any failure of Buyer to obtain credit approval. Furthermore, Buyer shall not assert any claim against Seller due to Buyer's inability to obtain credit approval. Irrevocable Letter of Credit from Buyer in form and term acceptable to Seller is required for Product orders delivered outside the United States of America

DELIVERY

Unless otherwise provided in our price quotation, delivery of the Products shall be made F.O.B. place of manufacture. Any shipment, delivery, installation or service dates quoted by the Seller are estimated and the Seller shall be obligated only to use reasonable efforts to meet such dates. The Seller shall in no event be liable for any delays in delivery or failure to give notice of delay or for any other failure to perform hereunder due to causes beyond the reasonable control of the Seller. Such causes shall include, but not be limited to, acts of God, the elements, acts or omissions of manufacturers or suppliers of the Products or parts thereof, acts or omissions of Buyer or civil and military authorities, fires, labor disputes or any other inability to obtain the Products, parts thereof, or necessary power, labor, materials or supplies. The Seller will be entitled to refuse to make, or to delay, any shipments of the Products if Buyer shall fail to pay when due any amount owed by it to the Seller, whether under this or any other contract between the Seller and Buyer. Any claims for shortages must be made to the Company in writing within five calendar days from the delivery date and disposition of the claim is solely subject to Sellers determination

PRICES

Prices of the Seller's Products are subject to change without notice. Quotations are conditioned upon acceptance within 30 days unless otherwise stated and are subject to correction for errors and/or omissions. Prices include charges for regular packaging but, unless expressly stated, do not include charges for special requirements of government or other purchaser. Prices are subject to adjustment should Buyer place an order past the validity period of the quotation or delay delivery of Products beyond the quoted lead time for any reason.

RETURNS

No Products may be returned for cash. No Product may be returned for credit after delivery to Buyer without Buyer first receiving written permission from the Seller. Buyer must make a request for return of Product in writing to Seller at its place of business in Costa Mesa, California. A return material authorization number must be issued by the Seller to the Buyer before a Product may be returned. Permission to return Product to Seller by Buyer is solely and exclusively the Sellers. Product must be returned to Seller at Buyers expense, including packaging, insurance, transportation and any governmental fees. Any credit for Product returned to Seller shall be subject to the inspection of and acceptance of the Product by the Seller and is at the sole discretion of the Seller.

LIMITED WARRANTY

Subject to the terms and conditions hereof, the Seller warrants until one year after commissioning (written notification to Seller by Buyer required) of the Product or until 18 months after delivery of such Product to Buyer, whichever is earlier, that each Product will be free of defects in material and workmanship. If (a) the Seller receives written notification of such defect during the warranty period and the defective Products use is discontinued promptly upon discovery of alleged defect, and (b) if the owner ("Owner") forwards the Product to the Seller's nearest service/repair facility, transportation and related insurance charges prepaid. The Seller will cause any Products whose defect is covered under this warranty to either be replaced or be repaired at no cost to the Owner. The foregoing warranty does not cover repairs required due to repair or alteration other than by the Seller's personnel, accident, neglect, misuse, transportation or causes other than ordinary use and maintenance in accordance with the Seller's instructions and specifications. In addition, the foregoing warranty does not cover any Products, or components thereof, which are not directly manufactured by the Seller. To the extent a warranty for repair or replacement of such Products or components not manufactured directly by the Seller is available to Buyer under agreements of the Seller with its vendors, the Seller will make such warranties available to Buyer. Costs of transportation of any covered defective item to and from the nearest service/repair center and related insurance will be paid or reimbursed by Buyer. Any replaced Products will become the property of the Seller. Any replacement Products will be warranted only for any remaining term of the original limited warranty period and not beyond that term.

DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITIES

THE SELLER'S FOREGOING LIMITED WARRANTY IS THE EXCLUSIVE AND ONLY WARRANTY WITH RESPECT TO THE PRODUCTS AND SHALL BE IN LIEU OF ALL OTHER WARRANTIES (OTHER THAN THE WARRANTY OF TITLE), EXPRESS, STATUTORY OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY STATEMENTS MADE BY EMPLOYEES, AGENTS OF THE SELLER OR OTHERS REGARDING THE PRODUCTS. THE OBLIGATIONS OF THE SELLER UNDER THE FOREGOING WARRANTY SHALL BE FULLY SATISFIED BY THE REPAIR OR THE REPLACEMENT OF THE DEFECTIVE PRODUCT OR PART, AS PROVIDED ABOVE. IN NO EVENT SHALL THE SELLER BE LIABLE FOR LOST PROFITS OR OTHER SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF THE SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF THE SELLER TO BUYER AND OTHERS ARISING FROM ANY CAUSE WHATSOEVER IN CONNECTION WITH BUYER'S PURCHASE, USE AND DISPOSITION OF ANY PRODUCT COVERED HEREBY SHALL, UNDER NO CIRCUMSTANCES, EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT BY BUYER. NO ACTION, REGARDLESS OF FORM, ARISING FROM THIS AGREEMENT OR BASED UPON BUYER'S PURCHASE, USE OR DISPOSITION OF THE PRODUCTS MAY BE BROUGHT BY EITHER PARTY MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES, EXCEPT THAT ANY CAUSE OF ACTION FOR THE NONPAYMENT OF THE PURCHASE PRICE MAY BE BROUGHT AT ANY TIME

The remedies provided to Buyer pursuant to the limited warranty, disclaimer of warranties and limitations of liabilities, described herein are the sole and exclusive remedies.

Unless specifically agreed to in writing by the Seller, no charges may be made to the Seller by Buyer or any third party employed by buyer for removing, installing or modifying any Product.

The Seller and its representatives may furnish, at no additional expense, data and engineering services relating to the application, installation, maintenance or use of the Products by Buyer. The Seller will not be responsible for, and does not assume any liability whatsoever for, damages of any kind sustained either directly or indirectly by any person through the adoption or use of such data or engineering services in whole or in part.

CONFIDENTIAL INFORMATION

Except with the Seller's prior written consent, Buyer shall not use, duplicate or disclose any confidential proprietary information delivered or disclosed by the Seller to Buyer for any purpose other than for operation or maintenance of the Products.

CANCELLATION AND DEFAULT

Absolutely no credit will be allowed for any change or cancellation of an order for Products by Buyer after fabrication of the Products to fill Buyer's order has been commenced. If Buyer shall default in paying for any Products purchased hereunder, Buyer shall be responsible for all reasonable costs and expenses, including (without limitation) attorney's fees incurred by the Seller in collecting any sums owed by Buyer. All rights and remedies to the Seller hereunder or under applicable laws are cumulative and none of them shall be exclusive of any other right to remedy. No failure by the Seller to enforce any right or remedy hereunder shall be deemed to be a waiver of such right or remedy, unless a written waiver is signed by an authorized management employee of the Seller and the Seller's waiver of a breach of this agreement by Buyer shall not be deemed to be a waiver of any other breach of the same or any other provision.

CHANGES IN PRODUCTS

Changes may be made in materials, designs and specifications of the Products without notice. The Seller shall not incur any obligation to furnish or install any such changes or modifications on Products previously ordered by, or sold to, Buyer.

APPLICABLE LAW, RESOLUTION OF DISPUTES AND SEVERABILITY

This agreement is entered into in Costa Mesa, California. This agreement and performance by the parties hereunder shall be construed in accordance with, and governed by, the laws of the State of California. Any claim or dispute arising from or based upon this agreement or the Products which form its subject matter shall be resolved by binding arbitration before the American Arbitration Association in Los Angeles, California, pursuant to the Commercial Arbitration Rules, excepting only that each of the parties shall be entitled to take no more than two depositions, and serve no more than 30 interrogatories, 10 requests for admissions and 20 individual requests for production of documents, such discovery to be served pursuant to the California Code of Civil Procedure. Any award made by the arbitrator may be entered as a final judgment, in any court having jurisdiction to do so. If any provision of this agreement shall be held by a court of competent jurisdiction or an arbitrator to be unenforceable to any extent, that provision shall be enforced to the full extent permitted by law and the remaining provisions shall remain in full force and effect.

ASSIGNMENT

This agreement shall be binding upon the parties and their respective successors and assigns. However, except for rights expressly provided to subsequent Owners of the Products under "Limited Warranty" above, any assignment of this agreement or any rights hereunder by Buyer shall be void without the Company's written consent first obtained. Any exercise of rights by an Owner other than Buyer shall be subject to all of the limitations on liability and other related terms and conditions set forth in this agreement.



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EXCLUSIVE TERMS AND CONDITIONS

The terms and conditions of this agreement may be changed or modified only by an instrument in writing signed by an authorized management employee of the Seller. This instrument, together with any amendment or supplement hereto specifically agreed to in writing by an authorized management employee of the Seller, contains the entire and the only agreement between the parties with respect to the sale of the Products covered hereby and supersedes any alleged related representation, promise or condition not specifically incorporated herein.

SELLER'S PRODUCTS ARE OFFERED FOR SALE AND SOLD ONLY ON THE TERMS AND CONDITIONS CONTAINED HEREIN. NOTWITHSTANDING ANY DIFFERENT OR ADDITIONAL TERMS OR CONDITIONS CONTAINED IN BUYER'S SEPARATE PURCHASE ORDERS OR OTHER ORAL OR WRITTEN COMMUNICATION, BUYER'S ORDER IS OR SHALL BE ACCEPTED BY THE COMPANY ONLY ON THE CONDITION THAT BUYER ACCEPTS AND CONSENTS TO THE TERMS AND CONDITIONS CONTAINED HEREIN. IN THE ABSENCE OF BUYER'S ACCEPTANCE OF THE TERMS AND CONDITIONS CONTAINED HEREIN THE SELLER'S COMMENCEMENT OF PERFORMANCE AND/OR DELIVERY OF THE PRODUCTS, OR THE SELLER'S STATEMENT OF ACKNOWLEDGMENT OF THE RECEIPT OF BUYER'S PURCHASE ORDER, SHALL BE FOR BUYER'S CONVENIENCE ONLY AND SHALL NOT BE DEEMED OR CONSTRUED TO BE ACCEPTANCE OF BUYER'S DIFFERING TERMS OR CONDITIONS, OR ANY OF THEM. ANY DIFFERENT OR ADDITIONAL TERMS ARE HEREBY REJECTED UNLESS SPECIFICALLY AGREED UPON IN WRITING BY AN AUTHORIZED MANAGEMENT EMPLOYEE OF THE SELLER. IF A CONTRACT IS NOT EARLIER FORMED BY MUTUAL AGREEMENT IN WRITING, BUYER'S ACCEPTANCE OF ANY PRODUCTS COVERED HEREBY SHALL BE DEEMED ACCEPTANCE OF ALL OF THE TERMS AND CONDITIONS STATED HEREIN. THE SELLER'S FAILURE TO OBJECT TO PROVISIONS INCONSISTENT HERewith CONTAINED IN ANY COMMUNICATION FROM BUYER SHALL NOT BE DEEMED A WAIVER OF THE PROVISIONS CONTAINED HEREIN. =

F360JWCE0107

Scott Hornung

From: Jason Kanawyer <jkanawyer@miscowater.com>
Sent: Wednesday, December 18, 2024 2:18 PM
To: Scott Hornung
Cc: Robin Borre; Jesus Salmeron
Subject: [EXTERNAL] Re: Septage Receiving Station XE Quote
Attachments: 71743_Lake County, CA_MPC_SRS3235-XE_unpriced.pdf

Scott,

just received

pricing for this equipment:

List Price:	\$187,501	Tax 14,126.99
Freight:	\$ 7,350	Total \$211,981.99
JWC Start-up:	\$ 3,000	
TOTAL:	\$197,851	

please let me know if there are any questions or concerns and sorry for the delays due to vacations from Sales personal at JWCE

Respectfully,

Jason D Kanawyer
Service Sales Manager
MISCOWater

530-391-2488

From: Scott Hornung <Scott.Hornung@lakecountyca.gov>
Sent: Wednesday, December 18, 2024 11:19:47 AM
To: Jason Kanawyer <jkanawyer@miscowater.com>
Cc: Robin Borre <Robin.Borre@lakecountyca.gov>; Jesus Salmeron <Jesus.Salmeron@lakecountyca.gov>
Subject: RE: Septage Receiving Station XE Quote

You don't often get email from scott.hornung@lakecountyca.gov. [Learn why this is important](#)

Jason,

We really need to get a quote this week or the funding that would pay for this system will not be available.

Thanks,

Scott Hornung
Deputy Administrator
County of Lake, Special Districts
230 N. Main Street
Lakeport, CA 95453
Phone: (707) 263-0119 ext108
Fax: (707) 263-3836



From: Jason Kanawyer <jkanawyer@miscowater.com>
Sent: Monday, December 16, 2024 11:05 AM
To: Scott Hornung <Scott.Hornung@lakecountyca.gov>
Cc: Robin Borre <Robin.Borre@lakecountyca.gov>
Subject: [EXTERNAL] Re: Septage Receiving Station XE Quote

Scott,

I am following up again as original request found vacation kickback until this week so I resent request with Urgent status to also include Jan 2025 pricing so price will not increase

Respectfully,

Jason D Kanawyer
Service Sales Manager
MISCOWater

530-391-2488

From: Scott Hornung <Scott.Hornung@lakecountyca.gov>
Sent: Monday, December 16, 2024 10:58:49 AM
To: Jason Kanawyer <jkanawyer@miscowater.com>
Cc: Robin Borre <Robin.Borre@lakecountyca.gov>
Subject: RE: Septage Receiving Station XE Quote

You don't often get email from scott.hornung@lakecountyca.gov. [Learn why this is important](#)

Jason,

Just checking on the quote.

Thanks,

Scott Hornung
Deputy Administrator
County of Lake, Special Districts
230 N. Main Street
Lakeport, CA 95453
Phone: (707) 263-0119 ext108
Fax: (707) 263-3836



From: Scott Hornung
Sent: Tuesday, December 10, 2024 11:51 AM
To: 'jkanawyer@miscowater.com' <jkanawyer@miscowater.com>
Cc: Robin Borre <Robin.Borre@lakecountyca.gov>
Subject: Septage Receiving Station XE Quote

Jason,

I am including the purchase documents for the Septage Receiving Station XE that we purchased for the Southeast WWTP. We would like to purchase the same model or as close to the same model as we can for our Northwest WWTP.

Thanks,

Scott Hornung
Deputy Administrator
County of Lake, Special Districts
230 N. Main Street
Lakeport, CA 95453
Phone: (707) 263-0119 ext108
Fax: (707) 263-3836





Franklin Miller Inc.
60 Okner Parkway
Livingston, NJ 07039 USA

Tel 973-535-9200
Fax 973-535-6269
info@franklinmiller.com

Quote No: 66366

December 19, 2024

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Scott Hornung

County Of Lake

230 N. Main Street

Lakeport, CA 95453 USA

Phone: (707) 263-0119 ext10

Scott.Hornung@lakecountyca.gov

Salesperson:

Jacob Galanty, Regional Sales Manager

jgalanty@franklinmiller.com

Dear Scott ,

We are pleased to quote on the following:

Quantity		Description	Price	Totals
1	EA	TASKMASTER® GRINDER, Model TM851204TT as follows: - Housing with built-in Tramp-Trap to collect heavy objects - D.I. Construction - Nom. 8" x 12" Cutting Chamber - Cutter Cartridge Technology: 7/16" Thick x 7 Tooth Cam Cutters, 4140 H.T. - 4" Ansi Flange Housing- 150# Bolt Pattern - Drop-In Design Housing For Fast & Easy Maintenance - 2" Hexagonal Shafting, 4140 H.T. - Manual Gate Valve for fast Tramp Removal - D. I. - 6" Dia. - Clean out Port - Top Mounted - Clean out Port - In discharge flange - Painted 2 Coats Heavy Epoxy Coating - Osha Blue - Weight: 1820 lbs.		
1	EA	MOTOR AND DRIVE INCLUDING: - 5HP TEFC C-Face Motor, 230/460V, 3PH, 60 HZ - Gear Reducer - Cycloidal, Vertical Down - Coupling: High Torque Jaw Style - Reducer and Adapter constructed of Iron and Steel		
1	EA	4" Inlet Pipe Assembly - 4" Piping - with flanges, 304 Stainless Steel - Support Stands - Stainless Steel - Siemens Flow Meter & Transmitter - Hard Rubber Liner, Hast C Electrodes, 4" 150# flanges - DEZURIK Plug Valve - 4"Flg Acry-Butadiene V-Type Pkg		
1	EA	Flow Monitoring - Accurate single-channel process monitoring - Measures pH, ORP, conductivity, and oxygen - Advanced diagnostics for reliability - Easy setup and operation - Durable for tough environments		
1	EA	SPIRALIFT® SR30 Septage Receiving Station as follows: SPIRALIFT Model SR30 Septage Receiving and Screening including: - Tank Enclosure, T304SS construction		



Franklin Miller Inc.
60 Okner Parkway
Livingston, NJ 07039 USA
Tel 973-535-9200
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Quote No: 66366

December 19, 2024

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Quantity		Description	Price	Totals
		- 4" inlet flange constructed of heavy stainless steel - Hinged Access cover with interlock		
		Spiral Screen including: - Stainless Steel tank housing - Alloy Steel Shaftless Auger and Stainless outer flighting in Screen area - 27" Dia. Stainless Steel perforated screen basket. - Heavy-duty Nylon segmented bolt-on screen brushes attached to Auger.		
		- Shaft-mounted Gear Reducer and 2 HP TEFC 3/60/230/460 Motor		
		Compaction Zone <i>Enhances output quality through superior dewatering and compacting</i>		
		- fitted with screen, backwash system and return drain located prior to outlet - Reduces odors - Reduces overall weight of screenings		
		Spray Wash System including: - Screen washing zone to clear perforated screen - Spray Wash for tank washdown during shutdown cycle - Each line regulated by solenoid and ball valve - Design Flow: 70 gpm of potable water		
		Ultra-Sonic Level Sensor: - Mounted in SR tank for high level detection. - 20' Max, Explosion Proof (FM Class 1 , Div 1 Group A,B,C,D) - 24VDC		
1	EA	S270-SRH Septage Receiving Controller <i>With Hauler Station Interface</i>		
		- Provides control and integration of all system components - Card Reader - for Hauler authentication - Receipt Printer - HMI Interface - Allan Bradley PLC - Nema 4X Stainless Steel Enclosure - Local Hauler Station Panel - Nema 12 Steel Enclosure - Main Control Panel - IEC Starters, & Long Lasting LED Indicators - Provided with 50 Magnetic Cards		
1	DY	Startup Services - By Rep - Installation Inspection - Warranty Certification		



Franklin Miller Inc.
60 Okner Parkway
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Tel 973-535-9200
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info@franklinmiller.com

Quote No: 66366

December 19, 2024

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ZZ970070

Quantity	Description	Price	Totals
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- O&M instructions

If more than one day, Days are Consecutive.
Normal Day Rate includes up to 8 hours.

Subtotal: \$202,981.00

Freight: \$6,740.00

Grand Total: \$209,721.00

Prices are Valid Until Saturday, January 18, 2025
Terms: 1/2 Down with Order, 1/2 Prior To Shipment FOB Factory.

Tax \$15,204.78
Total \$224,925.78

LEAD TIME 32 - 34 WEEKS AFTER DRAWING APPROVAL

Thank you for this opportunity to be of service.

This quote is subject to Franklin Miller Standard Warranty, Terms and Conditions attached. Prices do not include applicable taxes.

FRANKLIN MILLER INC.

TERMS AND CONDITIONS

DATED 5/30/2019

1. ENTIRE AGREEMENT

Any order resulting from a Franklin Miller ("SELLER") proposal shall be bound by the following Terms and Conditions. Any exception to these Terms and Conditions by the BUYER shall not be binding on SELLER unless agreed to in writing upon the parties hereto, their successors and assigns.

2. LIMITED WARRANTY

SELLER warrants the goods sold hereunder to be free from defects in material and workmanship under normal use and service not arising from misuse, negligence or accident, or unauthorized modification of the equipment, in connection with the use, installation, and transportation of the goods by BUYER, its agents, servants, employees or by carriers. SELLER's obligations under this warranty are limited to remedying any deficiencies in the goods at such place or places in the United States of America as may be designated by SELLER. This warranty shall pertain to any part or parts of any goods to which BUYER has, within (12) months after date of shipment given written notice of a claimed defect to the SELLER. The BUYER shall be required to furnish SELLER with details of such defects and this warranty shall be effective as to such goods which upon SELLER's examination shall disclose to its satisfaction to have been defective and which at SELLER's option shall be repaired in place if required for a warranty repair. The BUYER at his expense shall make available in a suitable location for repair by SELLER or promptly thereafter be returned to SELLER, at BUYER's, or its nominee's expense. If upon examination it is determined by the SELLER that the repair or replacement does not fall within the warranty as set forth in this clause, an estimate for cost of repair will be provided to the BUYER. This warranty is expressly in lieu of all other warranties expressed or implied. In no event shall the SELLER be liable to the BUYER or to any other person for any loss or damage, direct or indirect, arising out of or caused by the use or operation of the goods, or for the loss of profits, business, or good will. Under no circumstance will SELLER be liable for any of the following: (1) third party claims against BUYER for losses or damages including liquidated damages; (2) loss of or damage to BUYER's records or data; or (3) economic consequential damages (including loss of profits or savings) or incidental damages even if SELLER is informed of their possibility. Excluded from the warranty herein are (a) defects in parts or components not manufactured directly by SELLER (SELLER will, however, pass on the remaining balance of the purchased equipment manufacturer's warranty) or not part of SELLER's standard design or are supplied pursuant to special BUYER's requirements; (b) certain parts which are subject to wear and tear from abrasive action or use thereof; and (c) any part that has been subjected to misuse. SELLER's liability is limited to furnishing or repairing at SELLER's option parts determined by SELLER to be defective. NO EXPRESS WARRANTIES AND NO IMPLIED WARRANTIES, WHETHER OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE, OR OTHERWISE (EXCEPT AS TO TITLE) OTHER THAN THOSE EXPRESSLY SET FORTH ABOVE WHICH ARE MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, SHALL APPLY TO PRODUCTS SOLD BY US. In the case of delayed start-up, SELLER shall provide recommended maintenance and long-term storage instructions, including documentation forms which BUYER must complete in order to maintain this warranty. BUYER's failure to adhere to said maintenance instructions for any piece of the equipment shall void this warranty. Further, no waiver, alteration, or modification of the foregoing conditions shall be valid unless made in writing and signed by an executive officer of SELLER. If the BUYER is in default of Clause 6 (Payment of Purchase Price) this warranty is null and void unless reinstated by SELLER.

3. FORCE MAJEURE

The obligation of SELLER hereunder shall be modified or excused for reasons of act of God, war, changes in law or regulations, strikes or lock-outs, fire, breakdown of machinery, or if for any other cause beyond SELLER's control, including supplier delay, the goods cannot be delivered, or their delivery becomes delayed in whole or in part. In the above instances, time for delivery shall be extended for the period of the delay caused, with the proviso, however, that either party may cancel in writing the undelivered portion of the order or contract if the delay exceeds six (6) months from the delivery date originally confirmed by SELLER. In no event shall SELLER become liable in the aforesaid instances to BUYER or any third party for consequential damages, liquidated damages, particularly described in ARTICLE 2 herein.

4. DELIVERY

(a) All quoted delivery dates and/or periods are approximate. Unless otherwise agreed, delivery of the goods is F.O.B. Factory or (EX WORKS - INCOTERMS 2000). Delivery to any common carrier shall constitute delivery to BUYER, and thereafter the risk of loss or damage to the goods shall be upon BUYER. Delays by BUYER, Owner, or the engineer of the BUYER or Owner in furnishing necessary technical information or documents, or delays caused by order modifications requiring additional production time, shall result in a corresponding postponement of the delivery date.

5. SHORTAGE OR DAMAGE OF DESTINATION SHIPMENTS

Any claims of shortage or damage on destination shipments must be made in writing within ten (10) days after delivery of the goods (as to which such claim is made) to SELLER or its nominees, but in no event shall the claim be later than within the time limit provided by the carrier or insurance company, otherwise such claim shall be deemed waived.

6. PAYMENT OF PURCHASE PRICE

(a) Time of payment is of the essence under this contract. Upon default by BUYER in any of the terms of this contract, or failure to comply with any of the conditions hereof, or upon seizure of the property under execution or other legal process, or if BUYER becomes bankrupt or insolvent, or any petition for reorganization or for a state court receivership is filed against BUYER, or if the BUYER makes any assignment for the benefit of his creditors or otherwise sells, encumbers or disposes of the merchandise, or if for any other reason the SELLER should deem itself insecure, the full amount of the purchase price then remaining unpaid shall at once become due and payable at the option of the SELLER. Then, at its option, SELLER may take possession of any goods theretofore sold to BUYER, in connection with which the full purchase price has not been paid, analogous to the terms and provisions set forth herein.

(b) TERMS OF PAYMENT - All orders are subject to credit approval by the SELLER. Payment terms are as stated in SELLER's quotation. Retainage if required by OWNER shall be no more than 5% of the purchase price. Retainage shall be released and paid in full no later than 120 days after satisfactory start up of the SELLER's equipment. All shipments, including partial shipments, will be billed a pro rata amount as of date shipped. If the account remains unpaid after sixty (60) days, interest at the rate of 1-1/2% per month (18% per annum) will be added to the outstanding balance computed from date of shipment. All costs of collection will be added to the outstanding balance including legal fees and court costs. Acceptance of partial payments on account does not constitute any change in the payment terms and conditions herein and is not to be considered to extend the due date for payment.

7. SECURITY INTEREST AND TITLE

In states and localities which are governed by the Uniform Commercial Code, this contract shall serve as the security agreement, reserving in SELLER a security interest until full payment of purchase price. The provisions of the Uniform Commercial Code regarding security interest shall have preference and apply if inconsistent with other terms of the conditions of sale herein. In states and localities where the Uniform Commercial Code does not apply, title to the merchandise shall remain in the SELLER or its assigns until full payment of the purchase price. BUYER agrees to execute forthwith any and all documents in such form as SELLER may require for filing or recording the security interest under the Uniform Commercial Code with the proper registers or offices, or for filing or recording the conditional sales contract.

8. VARIATIONS IN DUTIES AND TAXES & RATE OF EXCHANGE

The prices on the products specified are exclusive of all city, state or federal taxes. BUYER shall bear any increases, after the date of this contract, in or any new imposition of duties, levies or taxes relating to the product sold hereunder. Unless a Sales Tax Exemption Certificate is provided, SELLER will invoice for the New Jersey Sales Tax on all items sold in New Jersey. SELLER is not authorized to collect sales tax for any other jurisdiction.

9. MODIFICATIONS AND CANCELLATION

The parties may agree to modify project plans or specifications provided BUYER pays SELLER for engineering time, materials costs, and other expenses relating to the requested modification. An order, once placed with and accepted by SELLER can be canceled only with SELLER's consent and upon terms that will indemnify SELLER against loss.

FRANKLIN MILLER INC.

TERMS AND CONDITIONS

DATED 5/30/2019

10. STOP WORK ORDER OR DELAY:

If an engineering approval, release to manufacturer, shipment or work on any part of this contract is held or delayed by BUYER for greater than 120 days from the date of contract, SELLER is entitled to an increase in contract price to cover cost escalations caused by such delay.

11. MISCELLANEOUS PROVISIONS

(a) If for any reason a provision of the contract is legally invalid, then in such event the rest of the contract shall remain in full force and effect; (b) Any amendment to any contract or contracts shall require the consent in writing of both parties; and (c) The within terms shall govern in any instance where they conflict with the provisions of any forms used by BUYER.

12. BUYER'S RESPONSIBILITY AS TO MAINTENANCE

BUYER shall use and shall require its employees and agents to use all safety devices and guard safe operating procedures and shall maintain the same in proper working order. Further, BUYER shall obey and have its employees, subcontractors and agents obey safety instructions given by SELLER. BUYER agrees to indemnify and save SELLER harmless from any liability or obligation with respect to any personal injuries or property damage directly or indirectly connected with the operation of the equipment. BUYER agrees to notify SELLER promptly and in any event not less than ten (10) days after notice or knowledge of any accident or malfunction involving SELLER's equipment which has caused personal injury or property damages and to cooperate fully with SELLER in investigating and determining the causes of such accident.

13. REPAIR OBLIGATION FOR CONTAMINATED EQUIPMENT

Nothing herein shall be deemed to require SELLER to accept equipment for repair, modification or alteration unless the units have first been cleaned and decontaminated.

14. NOISE LEVEL REQUIREMENTS

Although SELLER's machines have been designed to satisfy the general requirements of BUYER's specifications, SELLER cannot represent or certify that they satisfy the noise level requirements for a specific application, location or operation since these circumstances are unknown to SELLER and are beyond SELLER's control and because of the general nature of size reduction equipment. If required to test for this noise level requirement, testing will be with no product fed to the machine and FMI will provide a quotation for each test to be performed. If corrections are required after completion of the tests, the costs for these modifications will be negotiated.

15. OSHA CONDITIONS

Although SELLER's machines and guards have been designed to satisfy the general intentions of OSHA requirements, SELLER cannot present or certify that they satisfy the requirements of OSHA for a specific application, location, or operation since these circumstances are unknown to SELLER and are beyond SELLER's control. The SELLER shall not be liable for any costs of compliance or other costs or fines resulting from non-compliance with any OSHA requirement.

16. DOCUMENTS REQUIRED

Prices quoted include the required number of manuals set forth in the specifications. If not stated, SELLER shall provide its standard Operations and Maintenance Manuals. Any additional manuals are not included in the quoted price and shall be charged to BUYER.

17. PATENT AND LICENSE & LIABILITY INDEMNIFICATION

BUYER agrees to indemnify SELLER, its agents, successors and assigns against any loss, damage and liability, including costs and expenses arising out of any claim against SELLER for actual or alleged infringement on any patent, copyright or trademark arising out of the use or sale by BUYER, its agents, servants, employees or customers of the product provided by SELLER, as used by BUYER, in conjunction with any other equipment, product or system. BUYER agrees to indemnify SELLER, its agents, successors and assigns against any loss, damage and liability, including costs and expenses arising out of any claim against SELLER for actual or "Bodily injury" or "property damage" arising from the actual, alleged or threatened discharge, dispersal, release or escape of pollutants from any source whatsoever. "Pollutants" means any solid, liquid, gaseous or thermal irritant or

contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

18. TRADEMARKS AND COPYRIGHTS

BUYER acknowledges that it has no right, title or interest in the trademarks or copyrights in the products, and BUYER covenants that it will take no action to register or otherwise interfere with such rights.

19. INDEPENDENT CONTRACTORS

SELLER and BUYER are independent contractors. BUYER is not authorized to and shall not make any representations on behalf of which are binding upon SELLER.

20. NON-ASSIGNMENT BY BUYER

Contract or contracts may not be assigned by the BUYER without prior written consent of the SELLER.

21. APPLICABLE LAW

Any contracts herein are governed by the applicable laws of the State of New Jersey.

22. BUYER APPROVALS

If BUYER approval is required of the SELLER's submittals, specifications and/or operating instructions submissions, upon receipt of such approval, the approved documents shall supersede the BUYER's description of requirements on this purchase order and the description on the SELLER's original proposal. SELLER will provide equipment, spares and data in accordance with the approved submittals.

23. STANDARD PRODUCTS

All of SELLER's machines are built to best commercial practices and as part of its standard product line, which may be modified to meet BUYER's specifications. However, no manufacturing drawings or procedures, formal inspection plans, schedules, progress reports, welding procedures, quality control plans, or sub-supplier information, will be supplied. Erection, safety, operation and maintenance instructions are contained in SELLER's manual to be supplied with the machines.

24. SIZES AND DIMENSIONS

The samples, measurements, dimensions and weights contained in the SELLER's catalogs, sales manuals, photographs and drawings constitute only an approximate guide. The SELLER reserves the right to make any changes which the SELLER, in its absolute discretion, considers necessary.

25. ARBITRATION

Actions by the SELLER for nonpayment by the BUYER of the undisputed purchase price of goods sold by the SELLER, or for redress for other undisputed breaches by the purchaser of the contract of sale, may be brought by the SELLER before any judicial court of competent jurisdiction without need for prior arbitration. All other disputes, controversies, or claims arising out of or relating to this agreement or the performance or breach thereof shall be settled by arbitration by an arbitrator mutually agreeable to be held in the County of Essex, State of New Jersey in accordance with the rules and procedure then obtaining of the American Arbitration Association.

26. FORUM.

ALL JUDICIAL PROCEEDING AND/OR ARBITRATION BROUGHT AGAINST BORROWER ARISING OUT OF OR RELATING TO THIS NOTE MAY BE BROUGHT IN ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE STATE OF NEW JERSEY, AND BY EXECUTION AND DELIVERY OF THIS AGREEMENT BUYER ACCEPTS FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, GENERALLY AND UNCONDITIONALLY, THE JURISDICTION OF THE AFORESAID COURTS AND FORUM FOR ARBITRATION AND WAIVES ANY DEFENSE OF FORUM NON CONVENIENS AND IRREVOCABLY AGREES TO BE BOUND BY ANY JUDGMENT RENDERED THEREBY IN CONNECTION WITH THIS AGREEMENT. BUYER hereby agrees that service of process sufficient for personal jurisdiction in any action against BUYER in the State of New Jersey may be made by registered or certified mail, return receipt requested, to BUYER at its address as provided by BUYER. BUYER hereby acknowledges that such service shall be effective and binding in every respect.

Robin Borre

From: Scott Hornung
Sent: Thursday, December 19, 2024 8:22 AM
To: info@franklinmiller.com
Cc: Robin Borre; Jesus Salmeron
Subject: Septage Dump Station
Attachments: 71743_Lake County, CA_MPC_SRS3235-XE.pdf

Lake County Special Districts is looking to install a septage dump station at our Northwest Wastewater Treatment Plant. The station needs to be comparable to the JWC Environmental SRS3235-XE model. I have included the specs for the JWC model.

Please provide a quote for a comparable system. We are under the gun and need the quote by the end of the week, December 20, 2024.

Thanks,

Scott Hornung

Deputy Administrator

County of Lake, Special Districts

230 N. Main Street

Lakeport, CA 95453

Phone: (707) 263-0119 ext108

Fax: (707) 263-3836



Robin Borre

From: Scott Hornung
Sent: Thursday, December 19, 2024 8:26 AM
To: huber@hhusa.net
Cc: Robin Borre; Jesus Salmeron
Subject: Septage Dump Station
Attachments: 71743_Lake County, CA_MPC_SRS3235-XE.pdf

Lake County Special Districts is looking to install a septage dump station at our Northwest Wastewater Treatment Plant. The station needs to be comparable to the JWC Environmental SRS3235-XE model. I have included the specs for the JWC model.

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